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CURRENT TOPICS

The Bench

THE burden of a recent article in the London *Evening Standard* (6th March) is that a strong Bench springs from a strong Bar. The writer urges the creation of more "silks," as well as the facilitation of the release of lawyers now on service, and the acceleration of recruitment to the Bar. The figures, according to the writer of the article, are: practising barristers not more than 2,000 and about 300 King's Counsel. He foresees seven major vacancies in the near future and many other vacancies in the lesser civil tribunals and in the magistrates' courts. The filling of the lesser vacancies, he suggests, is not difficult, and many posts will fall to men returning from war service. Looking back on the experience of the last war, we cannot confirm the writer's worst fears. Some of the best of our judicial appointments were made during the last immediate post-war period, in spite of the devastating losses suffered by all sections of the population. The acceleration of entry into the legal profession seems a general and somewhat sweeping and radical proposal, but if it means offering short courses to students who had already commenced their studies when called up, there can be no real objection to it. The suspension, except for one recent occasion, of the creation of new "silks" during the war, should cause no difficulty in recruitment for the bench. Some good appointments have been made from the junior Bar, notably including that of McCARDIE, J. In asking whether "the evolutionary processes of a profession like the Bar" can "be put into cold storage for five or six years," it seems that the writer is unduly magnifying the problem of recruitment to the bench. On the other hand, it is not right to belittle the problem, and soon it will have to receive the attention of high authority.

Strange Words

IT is not excessive purism to object, as BIRKETT, J., did at Chester Assizes on 27th February, to the use of novel words that add nothing to the beauty or meaning of the English language. The word to which his lordship objected was "finalise." "Where did you get it from?" asked his lordship of an expert witness. "It is not English. It is not in the dictionary." The witness replied: "We use strange words, as is done in law." It may be recalled from the distant days of peace that there have been public discussions in the past on the use of such apparent novelties as "definitive." The many variations of the Latin "*finis*" cannot, it seems, be multiplied "indefinitely" without attracting public attention. There was also a time when witness after witness received metaphorical raps over the knuckles from the bench for replying "definitely," when all that they meant was "yes." It is no longer considered smart to say "definitely," but one of these days some film-loving witness is going to be reproved for shortening the affirmative in the American manner. To return to the expert witness who "finalised," it may be that he was borrowing from a Government report in which the English language was considered to be inadequate to the finer shades of meaning required by the beautiful thoughts therein expressed. "I supposed English was still good enough," said BIRKETT, J., and he ought to know, as those who have heard him recite from the great masters of English literature will understand. The *tu quoque* of the witness's retort that strange words are used in law is hardly fair. Law is in its nature of antique origin, and if it uses strange words they are old words, and their strangeness may well be due to the ignorance of the public concerning their past, and not to their being shocked by the innovations of the present.

Legal Robbery?

UNDER the sensational heading "You are Robbed by the Law," an article in a Sunday paper recently made the background of a number of recommendations for legal reform an attack on both branches of the legal profession, full of old-fashioned abuse. The writer described the Inns of Court and The Law Society as "the closest and most reactionary unions of all," and alleged that these have been used to extract surprising rewards from "the real rulers of the community, the landowners and business men." The surprising thing is that this can publicly be said of a profession whose scales of remuneration have suffered less change than those of any other profession in the last fifty years, and the average income of whose members is lower than that of most professions. The writer's second submission that high rewards of lawyers are maintained by their "obtaining for themselves an enormous representation in Parliament" and "ensuring that none but a lawyer has a chance of revising our monstrously antique legal system" is too fantastic to need or deserve a reply. As examples of the monstrosity and antiquity of the legal system the writer gave *M'Alister (or Donoghue)* v. *Stevenson* [1932] A.C. 562 (the "snail in the bottle" case), on which he alleged a controversy "raged in 1931 and 1932," and "law lords ceased to be on speaking terms with one another." This will be a revelation to all lawyers, but it cannot be news to the writer that that case laid down the lines on which the consumer is protected against the negligence of the manufacturer and that many thousands of cases have been settled on those lines, and as a result vast sums have been saved in costs by the execrated class of lawyers. There

is a good case for some of the reforms and at least a case for the other reforms which the writer recommended. All these proposals have been put forward before by one or another body of lawyers in the last few years, and the cause of none of them is benefited by over-statement and inaccuracy.

Treatment of War Criminals

THE incitement to mass crime under the disguise of political propaganda must, it is generally agreed, be stamped out by punitive and deterrent action if civilisation as we know it is to survive. This is the reality behind all talk on the punishment of war criminals. Punishment must not only be meted out now, but must be always available as a deterrent. In other words, it must be a matter of law. In the *Nation*, a weekly magazine published in the United States, an article appeared on 10th March by RAPHAEL LEMKIN, Lecturer in the School of Military Government at Charlottesville, Virginia, in which he said that the basis for Allied trial and prosecution of Hitler was clearly defined in international law. Mr. Lemkin said that although the opinion had been advanced that a State's treatment of its own nationals was an internal matter and of no concern to other States, the evolution of international law and international relations in modern times did not justify such an isolationist view. He pointed out that the ruling principle of the experience and doctrine of modern international law on this subject, which had been summed up in a study published in 1944, under the auspices of the Carnegie Endowment for International Peace, was that each State had a legal duty to see that conditions prevailing within its own territory did not menace international law. The authority to restore law and order, the author pointed out, was granted to an occupying power by art. 43 of the Fourth Hague Convention. He added that after the defeat of Germany the Allies would assume the rights of an occupying power, either by the fact of occupation or by an armistice agreement. The precedent for the establishment of a tribunal for trying war criminals, he stated, was available under international law, according to arts. 227 to 230 of the Treaty of Versailles. The author concluded by saying that the conscience of shocked humanity demanded that justice be done. The Nazis had destroyed whole nations, a crime for which he had coined the word "genocide" in analogy with homicide and fratricide, and he recommended that an international treaty be signed by the United Nations and the neutrals, in which "genocide" would be placed on the list of international crimes.

Young Offenders

IT is a defect in the administration of criminal justice in this country that essential knowledge of the details of the punishments awarded is not a necessary qualification for those who seek judicial office. In his classic work on "Crime and the Community," Mr. LEO PAGE compared the judge who has not this knowledge with the physician "who prescribes a medicine of which he is ignorant of the constituent parts" (p. 21). There are notable exceptions to the generally low level of judicial knowledge of the details of penal treatment, but the fact is well supported by the evidence. The writer of a special article in *The Times* of 15th March on "The Treatment of Young Offenders" pointed out that apart from r. 21 of the Remand Home Rules, which provides facilities for visits to remand homes by justices of juvenile courts, magistrates had no responsibility with regard to the conduct of such homes. This, the writer stated, was common to most existing methods of dealing with offenders, with the exception of probation. Nineteenth century legislation, he said, culminating in the Prisons Act of 1877, transferred the administration of the prison system from the local magistrates to the central Government; nor have the judges and magistrates any share in the running of Borstal institutions and approved schools. "The most appropriate stage at which to study the young offender and his individual needs," he wrote, "is not after, but before, the magistrates have made up their minds as to the best method of dealing with him." This divorce between the administration of justice and the administration of punishment, as the writer suggests with much insight, creates the danger of frequently recurring dissension between the two. The choice, he wrote, may have to be made between the alternatives of the control of institutions by committees of magistrates and the complete handing over of treatment to a separate treatment authority. Lawyers will not unnaturally consider that, given an instructed and efficient bench, the courts are the best places for the classification of offenders. If that is so, a good compromise might be sought on the lines of extending the system of remanding cases for further inquiry and report with a view to judicial classification and treatment.

War Damage Payments

THERE is a considerable body of public opinion which views the present discrepancy between value payments and cost of works payments with disapproval. The Chancellor of the Exchequer's latest justification for the anomaly occurs in a letter which he has written to Sir Arnold Gridley, M.P., in which he deals with suggestions on this subject put forward by a deputation of members of both Houses of Parliament, which expressed views sponsored by the Association of British Chambers of Commerce. "Any proposal," the Chancellor states, "to place an owner receiving a value payment in as good a position as if he had received a cost of works payment can only have the effect of giving him more than he has lost. You cannot rebuild a second-hand building without in effect giving new for old." This is a somewhat sweeping generalisation, and the Government's previous decision to do so in the case of certain residential property is only one proof of its inaccuracy. In his observations on the effect of the Town and Country Planning Act, 1944, Sir JOHN is on surer ground. Part II of the Act enacts the terms of compensation on a basis which puts owners of undamaged properties and owners of damaged properties, which, apart from acquisition, would be cost of works cases, in the same position. It would indeed be difficult to justify giving better treatment with regard to compensation under the Planning Act to a damaged building than to an undamaged building. In this connection the Chancellor's statement is important, that when the time comes for the Treasury to consider the possibility of increasing value payments, there would have to be further consideration of the compensation clauses of the Town and Country Planning Act.

Private Chattels Scheme

QUESTIONS by LORD MESTON in the House of Lords on 13th March relating to the private chattels scheme elicited from LORD TEMPLEMORE, speaking for the Government, some useful information relating to the Government policy regarding the basis of valuation of chattels, the reopening of claims already settled, and the repair of chattels. Lord Templemore said that the basis of valuation was diminution in the value of the goods at the time of the loss. This was applied to claims which arose both before and since 1st May, 1941, when the scheme came into operation. Any claim assessed on the basis recommended by the Uthwatt Committee of values prevailing in March, 1939, could be re-assessed, and most of them had been re-assessed. With regard to the rise in the level of prices, Lord Templemore referred to the statement of Captain Waterhouse, in the Commons, on 3rd June, 1942, that the Government would be prepared to consider the adequacy of the compensation in the case of the small man. No deduction, he stated, was made by reason of any sum received from a charitable organisation in respect of loss, but deductions were made in respect of advances by the Assistance Board or Customs and Excise to meet distress or undue hardship. Where claims were reopened, interest on the amount increased accrued at 2½ per cent. from the date of the damage. With regard to repairs of furniture, compensation was based on the cost of repair at the time of the damage, but, where costs rose before payment was made, the full cost up to the amount of available cover was paid when the

repairs were carried out, provided they were reasonably necessary to mitigate damage or prevent further damage. Lastly, referring to advance payments on the ground of public interest or hardship under s. 82 (2) (*a*) of the War Damage Act, 1943, his lordship said that in fact a very large number of payments exceeding £25 had been and were being made.

Short-term Housing Plans

THE MINISTER OF HEALTH'S address to the conference of the National Housing and Town Planning Council in London on 2nd March contained an interesting review of the Government's short-term housing plans. Mr. WILLINK said that no one seriously challenged the statement that if every family was to have a separate home we needed a million more than we had. As against a building industry one million strong in 1939, we had an industry to-day of 337,000 men. The Government hoped that at the end of twelve months after the war against Germany the building industry would have risen to 800,000 men, as the result of demobilisation, the special release of men needed for this most urgent of reconstruction work, and by the training of apprentices. They realised fully the immense contribution that private enterprise made between the wars; the economic effect on prices of the introduction of private enterprise; and that private enterprise owned sites, in many cases developed. Another factor would be the conversion of existing houses, an operation that might well form an important part of schemes in our large cities. He had appointed a special sub-committee to look into this question. As to rural cottages, he had promised in the House that legislation would be introduced this session to amend the law and make further reconditioning possible. As regards preparations for permanent houses, 24,500 acres had been acquired by local authorities, available for 240,000 houses; layout plans had been prepared for 90,000 houses, of which 78,000 had been approved. Apart from sites already developed, contracts had been placed for roads and sewers covering 45,000 houses. The Government hoped to enable the resumption of permanent house-building on a limited scale during 1945. It was the Government's firm intention to deliver to local authorities temporary houses up to the number that had been allocated—something over 100,000 in England and Wales—and as quickly as possible. He had asked local authorities to give special attention to the acquisition of sites for these temporary houses. Suitable sites were those in built-up areas that had not been built on, slum clearance sites, bombed sites, sites originally intended for permanent housing either by the local authority or private enterprise, and, what were ideal sites, those which in due time might become open spaces but were threatened with permanent development. So far, sites for 60,000 temporary houses had been submitted and 46,000 had been approved, but only about 4,000 were at a stage in which they could be handed over to the Ministry of Works to do their part of the job. Parks and open spaces would not be utilised for housing purposes without the approval of Parliament.

General Damages: Basis of Assessment

IN the English courts general damages in actions for tort causing personal injuries are usually considered to be "at large." From an article in the *North Carolina Law Review*, of December, 1944, it appears that the American courts have from time to time had to consider in detail what matters are to be taken into consideration in the assessment of general damages. A recent charge in a case in North Carolina instructed the jury to take into consideration the age of the plaintiff at the time of the accident, his physical and mental condition since, resulting from the accident, the harm he had suffered, the loss of time, and the loss of means of enjoying in profitable employment or gainful occupation owing to the injury. An appeal court held by a five-two majority decision that the restriction was defective, but only in not limiting recovery for future losses to their present value. English lawyers will agree with part of the description of general damages in such actions and will be interested to learn from the article that in the U.S.A. the limitation of damages for future loss to their present value is generally recognised. The basis of the rule is, according to the writer, that "money had presently is more valuable than money to be had in the future." There seems, he writes, to be a conflict whether damages for prospective pain and suffering are to be reduced to present value. Although an instruction was held in a recent American case to be defective where it merely asked the jury to assess "reasonable compensation," the writer of the article considers that better reason would seem to support the "reasonable compensation" rule, owing to the high degree of speculation involved in any calculation. There seems to be little doubt in Carolina and many other States that the assessment for damages for loss of earning power must be based on its worth at the date of the verdict. Generally speaking, no appeal seems to lie unless the defendant requests the trial judge to make a more elaborate statement of the "present value rule," although an appeal will lie if no reference at all is made to the rule. For an English statement of the law relating to general damages in actions for damages for personal injuries arising out of tort, see *Phillips* v. *London and South Western Railway Co.* (1879), 4 Q.B.D. 406.

Outline Plan for Merseyside

THE Outline Plan for Merseyside, published on 6th March (H.M. Stationery Office, price 7s. 6d.), is of national interest, being concerned with the future of one of the principal ports in the country and in the world. It deals with a region of some 450 square miles, reviewing a group of existing communities and suggesting a practical organic structure for their future. It is thus distinct in character from any plan that could be drawn up by a single local authority or composed by an agglomeration of such local plans. It embodies proposals for meeting, in different parts of the Merseyside area, all the major problems which, in other British towns and cities, face the town-planner of 1945—the reconstruction of war-damaged and obsolete districts; the increase of employment by the introduction of new and more varied industries; the preservation of fertile land for agriculture; the dispositions to be made for "overspill" of population; the equipment of residential groups with resources for true community living; the improvement of traffic facilities by rail and road, on water and in the air; the preservation of historic and beautiful places; the enlistment, if often for new purposes, of sound building traditions and the use of appropriate building materials. It is essentially a regional plan, and is designed to satisfy the collective requirements of the communities that together constitute Merseyside, and it will need their collective endeavour to give it effect. The Ministry suggest that the best course to follow would be for the constituent authorities to set up a Joint Executive Committee to make a statutory regional plan on the lines of the outline plan submitted. By this means the main structure of the plan would be settled jointly and its subsequent observance secured, while the detailed local planning of their own areas would be left in the hands of the individual authorities. It is recommended that a standing joint committee, to whom questions of principle and policy could be referred, is desirable, and that the joint executive committee should remain in being for this purpose after the statutory outline plan has been completed. It may be expected that this will not be the only attempt to plan regionally, and it will be for all constituent authorities to co-operate in bringing regional plans into effect.

"Next Friends"

IN this issue we include a further list of solicitors who have been appointed by the Provincial Law Societies to act as "Next Friends" under The Law Society's scheme for assisting solicitors returning from war service. We are asked to point out that inquiries by those in need of information or advice should in all cases be addressed, *in the first instance*, to Mr. T. G. Lund, the Secretary of The Law Society, and not to those who are acting as "Next Friends." Inconvenience and delay will occur if this procedure is not followed.

WAR DAMAGE CONTRIBUTION

At some time in the fairly near future it will be necessary for the Chancellor of the Exchequer to announce whether the War Damage Contribution on property will be continued beyond July, 1945, or whether the instalment due this summer will be the last. Some reference to the matter may be made in the Budget speech, but it would not be absolutely necessary for the Chancellor to reach a decision on the subject in time for the Budget. He may decide that it is better to wait until later in the year before making up his mind on the matter, as there is a reasonable expectation that the war will end this spring or summer, and the Government would then be in a position to determine the total bill for war damage to property.

When the original War Damage Act of 1941 was being debated in Parliament, the Government indicated that they would be prepared to foot the bill for war damage to property up to an amount of £200,000,000 in excess of contributions. It is at present uncertain whether the gulf between the total yield of War Damage Contributions for the five years from 1941 to 1945 and the cost of war damage to property will exceed the figure of £200,000,000. If so, then there is a distinct possibility that the Chancellor may decree that the War Damage Contribution must continue beyond 1945. Sir John Anderson has given no indication of his intentions in any of his replies to Parliamentary questions on this subject; his attitude has consistently been that as the total bill for war damage to property cannot yet be ascertained, it is not possible for the Government to determine whether it will be necessary to continue the War Damage Contribution or whether it can be wound up with the instalment due later this year.

Although the Chancellor has himself been very reticent and non-committal, a Treasury official, in a statement to the Press in September last, gave this indication of the official attitude :—

> " We have to render each year a statement of the fund's position. If people are under the impression that the fund is larger than is required, they are likely to find themselves badly mistaken. It is quite within the bounds of possibility that the contributions will have to be extended to a sixth or seventh year to meet the deficiency."

The War Damage Contribution was first introduced in 1941 by the War Damage Act of that year. It is an annual levy of 2s. in the £ on the net Sched. A assessment of property. The Act provided for five annual instalments payable on 1st July in each of the years 1941 to 1945 inclusive. At the time of the original enactment the period of heavy raids on this country had not ended, and the risk period to be covered by the five instalments was from 3rd September, 1939 to 31st August, 1941. To cover later risk periods it was envisaged that it would be necessary to extend the contribution to years later than 1945.

By the time the War Damage Act of 1942 was placed on the statute book the outlook had changed, because there was subsidence of heavy raids on this country after the summer of 1941. In consequence the Government decided to extend indefinitely the risk period covered by the five annual instalments of War Damage Contribution. What this really amounted to was that the Government postponed a decision whether the contribution would have to be continued after 1945. This is still the position to-day, and a decision on the point is still awaited.

In the years 1942–1944 organisations representing property-owners pressed for revision of the War Damage Contribution. The claims made were twofold : either terminate the contribution entirely or, if it must be continued for the full five years up to 1945, then reduce the rate below 2s. Both of these claims were resisted by the Government, on the ground that it would be inadvisable to end or reduce the War Damage Contribution while the risk of enemy bombing of this country remained a possibility. The wisdom of this attitude was confirmed in June, 1944, when the flying bomb attacks began, to be followed later by rockets. The extent of the flying bomb damage to property is indicated by the fact that in the London area alone over 1,000,000 houses sustained damage.

It may be found that when the total bill for war damage to property is known there may be necessity to extend the War Damage Contribution beyond 1945. Unless the amount of the deficit (taking into account the Government's undertaking to share the bill up to £200,000,000) is very substantial, however, the Government may decide to terminate the contribution with the July, 1945, instalment. Continuance of the contribution beyond 1945 would be very unpopular, as there is a strong feeling among property owners that the war insurance of their particular form of capital should be borne by capital generally and be covered by the Exchequer.

Whatever may be said for and against this viewpoint, the War Damage Contribution has undoubtedly been successful in the sense that it has proved fairly easy to collect and that the misgivings which were entertained when the impost was first suggested have not been justified. The use of the Sched. A assessment as the basis of the contribution and its collection by the ordinary Inland Revenue machinery have been major factors in the success and ease of what might otherwise have proved a very difficult levy to raise.

But although on the whole the War Damage Contribution was wisely conceived and ably administered by the Inland Revenue, it has directed attention to a major defect of Sched. A valuation which calls for remedy. There have been cases in which two adjoining and identical properties have been assessed on widely different figures for the purposes of the War Damage Contribution. This is clearly indefensible in regard to an impost designed to provide insurance against war damage.

The anomaly has been caused by the fact that the Sched. A assessment on a rented property is usually well in advance of the assessment on an owner-occupier property of similar capital and rental value. Generally the Sched. A assessment on owner-occupier property follows the rating assessment fairly closely, and the rating valuations are well below rack rental values. To cite one particular case which is typical of thousands : two identical semi-detached houses on a modern housing estate were assessed for War Damage Contribution on £78 and £44 respectively. The first house was rented and the second was owner-occupied. It is clearly inequitable that the amount paid in War Damage Contribution on these two properties over the five years should be £39 and £22 respectively.

This is, of course, not a new problem, but the War Damage Contribution has cast a searchlight upon it. In this respect the Sched. A basis has proved unsatisfactory and unjust for War Damage Contribution. This experience should reinforce the necessity for revising the basis of Sched. A valuation. If, of course, the rating authorities after the war decide to raise their assessments to something approaching rack rental value, this would solve the matter. Otherwise the Inland Revenue may decide to seek their own solution.

The Treasury announces that limited remittances can now be made to Greece for the support of close relatives and dependents, for travelling expenses on approved business journeys, and for the upkeep of property. These remittances can be made only through the banks, to whom inquiries should be addressed. A Treasury order has also been made regulating the use of sterling at Greek disposal under these arrangements or otherwise.

A CONVEYANCER'S DIARY

REQUISITIONED LAND AND CONTRACTS FOR SALE

James Macara, Ltd. v. *Barclay* [1945] K.B. 148 appears to be the first decision of the Court of Appeal as to the effect between vendor and purchaser of a requisitioning notice served before completion of the sale. It also appears to throw doubt on the correctness of the decision of Bennett, J., in *Re Winslow Hall Estates Company and United Glass Bottle Manufacturers Ltd.'s Contract* [1941] Ch. 503. It may therefore be convenient to recapitulate the decisions so far reported on this matter.

In *Re Winslow's Contract* the agreement for sale was dated 23rd December, 1940, and provided for completion on 13th January, 1941, a date which was later changed by agreement to 25th January, 1941. The National Conditions were incorporated, and the sale was expressed to be subject to a billeting notice which was shortly afterwards withdrawn. On 24th January, 1941, the day before that fixed for completion, a representative of the Office of Works visited the premises and stated that they would be requisitioned. Next day, the Office of Works served on the purchaser a notice referring to the Emergency Powers (Defence) Act, 1939, and the Defence Regulations, the operative passage being: "I have to inform you that the Government have come to the conclusion that it is essential, in the national interest, to take immediate possession of the above premises occupied by you. I must therefore ask you to take this letter as formal notice that the Office of Works are entering on and taking possession of the premises forthwith." On 31st January the vendor was for the first time ready to complete, and the premises were in fact then still empty. It seems not to have been till June, 1941, that the Government took actual possession of the premises in spite of the word "forthwith" in the notice of 25th January; but, in the meantime, on 10th March, 1941, the purchaser had taken out a vendor and purchaser summons asking for rescission on the ground that the contract was for sale with vacant possession and that, owing to the notice of 25th January, 1941, vacant possession could not be given on completion.

Bennett, J., held that the contract was to give vacant possession on completion, but that the purchaser was not entitled to relief. The learned judge read reg. 51 (1) of the Defence Regulations, the material words of which were as follows: "A competent authority, if it appears to that authority to be necessary or expedient to do so in the interests of the public safety, the defence of the realm, or the efficient prosecution of the war, or for maintaining supplies and services essential to the life of the community, may take possession of any land, and may give such directions as appear to the competent authority to be necessary or expedient in connection with the taking of possession of that land." He said that on the facts the purchaser had not proved that, at the date of the issue of the summons (10th March), the vendors were unable to give him vacant possession of the property contracted to be sold. On the contrary, the vendors had proved that they were in a position to do so at that date. Other points were also taken by the purchaser, but unsuccessfully, and they are not material for our present purpose. The basis of the decision of Bennett, J., was that the contract was to give vacant possession and that the premises were unoccupied down to and after the date of the summons. As to the letter from the Office of Works, he said that anybody's land in this country is liable to be taken under reg. 51, that nothing in the regulation requires any notice to be given, and that the letter was merely "a polite intimation on the part of the Government that they propose to act."

In *Cook* v. *Taylor* [1942] Ch. 349, the position was different, in that the "competent authority" had done rather more than give a notice. The agreement for sale (incorporating The Law Society's Conditions) was made on 4th February, 1941, and the day fixed for completion was 25th February, 1941. Simonds, J., held that the contract was to buy and sell with vacant possession. According to the report: "On 19th February, 1941, the property was requisitioned and taken over by the town clerk of Reading under (reg. 51) and the council was still in possession at the date fixed for completion. On 1st March, 1941, the first set of occupants arrived at the premises." The purchaser refused to complete and the vendor sued for specific performance. It appears from the arguments of counsel and the judgment of the learned judge that at some stage before the date fixed for completion the competent authority had not only served a "requisition notice" but had taken the keys from the vendor. As his lordship observed, it followed, from that moment, that the vendor was not in a position to allow the purchaser to enter the premises. That being so, the case was distinguishable from *Re Winslow's Contract* because in the present case the vendor had lost possession to the requisitioning authority through having "parted with the keys of the property, which is equivalent to symbolical delivery of the property to the requisitioning authority." The vendor thus could not give vacant possession to the purchaser on completion of the contract, as required by the contract, and his action for specific performance therefore failed. In so deciding, Simonds, J., did not in any way express disapproval of the decision of Bennett, J., in the other case and did not suggest that the requisition notice had any legal effect, since he relied on the delivery of the keys.

James Macara, Ltd. v. *Barclay* [1945] K.B. 148 was a decision of the Court of Appeal (Scott and du Parcq, L.JJ., and Uthwatt, J.), on appeal from a decision of Vaisey, J., sitting as an additional judge of the King's Bench Division. (The action was one for the return of the deposit, and there is no obvious reason why it was brought in the King's Bench Division rather than in the Chancery Division, which is the more usual forum for questions relating to the sale of land, and is, indeed, by statute, the correct Division to exercise jurisdiction under Law of Property Act, s. 49 (2), which was here invoked. (See Law of Property Act, s. 203 (4). The case is, however, a reminder that conveyancers neglect the reports of Divisions other than the Chancery Division at their peril.) The agreement for sale was dated 16th April, 1943, and related to certain property at Shillingford, comprising 11 acres and a house, known as Ferry House, together with another 38 acres held therewith. Completion was fixed for 24th June, 1943, and the contract expressly provided that vacant possession was to be given on completion. On 10th June, 1943, a "competent authority" served on the vendor a notice under reg. 51, the heading of which was: "The whole of Ferry House, Shillingford, and part of the surrounding grounds and outbuildings to be indicated later." The body of the notice was not distinguishable from that in *Re Winslow's Contract*, the essential words being "The Commissioners of Works are taking possession of the premises." On 21st June, 1943, the purchaser's solicitors told the vendor and his solicitors, that, as the vendor would be unable to give vacant possession, they rescinded the contract and desired the return of the deposit. The vendor's solicitors replied that their client could give vacant possession, but that he would treat the contract as at an end and forfeit the deposit by reason of the repudiation contained in the purchaser's solicitors' letter of 21st June. The requisitioning authority never made any actual entry on the premises and they were "de-requisitioned" three months later. The purchaser sued for the return of the deposit, and, in the exercise of his discretion under s. 49 (2) of the Law of Property Act, 1925, Vaisey, J., ordered its return. That subsection provides that: "Where the court refuses to grant specific performance of a contract, or in any action for the return of a deposit, the court may, if it thinks fit, order the repayment of any deposit." It appears from the report in the "Weekly Notes" ([1944] W.N. 166) of the proceedings before Vaisey, J., that he expressed doubts as to the correctness of *Re Winslow's Contract*, referring to an unreported decision of Asquith, J., in a reserved judgment, to the contrary effect. The learned judge appears not to have

decided the point of law, but took the view that he ought in any event to order the return of the deposit under s. 49 (2) on the ground that, as the premises had been released from requisitioning, the vendor was keeping them, as he professed himself anxious to do, and, not satisfied with that, desired also to retain the deposit. Vaisey, J., thought that he ought not to be allowed to do so, and gave judgment for its return.

The considered judgment of the Court of Appeal was read by Uthwatt, J., who dealt, first, with the legal position at the date of completion. He stated that " the formal question is not whether possession was taken, but whether the power to take possession was exercised " . . . " If the power was exercised, it cannot be disputed that, although actual entry on the lands was never made, the vendor was unable to give vacant possession within the meaning of the contract. Disposition of possession would, in that event, have passed out of the vendor's control." The court held, on the construction of the regulation, that actual entry is not necessary for the exercise of the power. Actual entry is, no doubt, one method of exercising the power, but it is not the only one. " A present intention . . . communicated to the persons concerned is sufficient." On the construction of the notice of 10th June, 1943, that notice was " directed to setting forth the state of affairs which the competent authority intends should result from its service, and not to indicating what may happen in the future." This sentence appears to overrule Bennett, J.'s concept of a notice as necessarily a " polite intimation " that the Government *propose* to act. The Court of Appeal also refused to accede to the argument that they should read the notice as having reference to future events only, on the ground that its heading showed that the Government had not yet decided precisely which part of the grounds to take. It was held that the notice was immediately effective as to Ferry House itself, though, naturally, not as to anything else ; but that was enough to prevent the vendor carrying out his contract to give vacant possession. It followed that the purchaser was entitled at law to recover his deposit, and the question of applying the Law of Property Act, s. 49 (2), thus did not arise.

The effect of this decision, which, of course, can only be overruled by the House of Lords, is that it is not correct to say that a requisitioning notice is itself nothing but a " polite intimation." The notice may be, and probably often is, an actual exercise of the power to take possession. With very great respect, I must confess to grave doubts as to how, when a regulation says that a competent authority " may take possession of land " the power can be exercised otherwise than physically, whether by actual entry or by delivery of keys. And it does seem very strange that the vendor, who was apparently living in the house all the time, should, for the period after the first notice and until the " de-requisitioning," have been incapable of protecting himself against intruders by the action of trespass. But that was, it seems, the case, for the Government had possession and only the person having possession can sue in trespass.

LANDLORD AND TENANT NOTEBOOK

REPAIRS AND RENT RESTRICTION

THE question whether a war-damaged dwelling-house would, after repairs had been effected, be decontrolled was recently mooted in the *Estates Gazette*. One correspondent contended that " if the back addition of a property containing the sanitary accommodation and the kitchen was destroyed, the main structure had ceased to be a dwelling ; and that the local authority having rebuilt the back addition, the restored property could be re-let at a rent which need not take account of the former controlled rent."

The semi-colon is mine, and I inserted it in order to emphasise that the argument must proceed by stages. As regards the first stage, it is interesting to note that publication of the letter almost synchronised with that of the decision in *Neale* v. *Del Soto* [1945] 1 K.B. 144 (C.A.) (see 89 SOL. J. 130), which, though it dealt with quite a different point, would strongly support the contention that the " main structure had ceased to be a dwelling."

But does it follow that after rebuilding, the restored property could be re-let at a rent which need not take account of the former controlled rent ? The answer, I submit, cannot be given without some analytical examination of the essentials of standard rent and the nature of restoration.

Assuming that the premises were brought into control by the Rent, etc., Restrictions Act, 1939, then the standard rent was *prima facie* the rent at which " the dwelling-house was let on 1st September, 1939." If the suggestion is that the restored structure was not so let, regard must be had to the judgment of Buckley, L.J., in *Lurcott* v. *Wakely and Wheeler* [1911] 1 K.B. 905 (C.A.), in which " repair " was distinguished from " renewal," after an opening observation that there was no clear contrast. " Repair is restoration by renewal or replacement of subsidiary parts of a whole. Renewal, as distinguished from repair, is reconstruction of the entirety, meaning by the entirety not necessarily the whole but substantially the whole subject-matter under discussion. . . . The question of repair is in every case one of degree, and the test is whether the act to be done is one which in substance is the renewal or replacement of defective parts, or the renewal or replacement of substantially the whole " (compare Morton, L.J.'s " it may be that this question is one of degree " in *Neale* v. *Del Soto*). In the circumstances visualised in the letter, I do not think that the dwelling-house could be said to be renewed, even if it be " substantially " considered a question of quality or function rather than of quantity and proportion. And if it can be said that it ceased for a time to be *a* dwelling-house, I think that the writer of the letter may have hit upon the solution to the puzzle presented by s. 12 (6) of the Increase of Rent, etc., Act, 1920 : " Where this Act has become applicable to any dwelling-house . . . it shall continue to apply thereto whether or not the dwelling-house continues to be one to which this Act applies."

Now what the part of the letter which I have so far cited suggests is, it is true, when taken by itself, not that the property is decontrolled, but that the old standard rent no longer applies to it ; in other words, the force of s. 12 (6) may be considered admitted, and the new tenant will have statutory security of tenure, but whatever he agrees to pay will be the standard rent. But the writer goes on to instance cases in which other damage—destruction of walls or roof, or severe damage to windows, plasters, partitions, services, without structural damage, might result in the house failing to be described as a dwelling, and makes the point that if it ceases to be a dwelling, *control* also ceases.

This may be rather more difficult to establish. Permitted rent of a controlled dwelling-house depends, as mentioned above, on a rent at which it—the dwelling-house—was let at some particular date ; so the landlord of the repaired or rebuilt property may be able to argue, if challenged, that this was not the dwelling-house which was let on 1st September, 1939, or whatever may be the determining date. But control depends on whether the dwelling-house is a dwelling-house of which the rateable value on a particular day did not exceed a particular figure. So here the difficulty is somewhat different.

For rating law deals in the first place with " hereditaments," which for some valuation purposes are divided into two classes : industrial hereditaments, and others ; the latter into houses and buildings without land other than gardens, land (other than agricultural land) with buildings, land (other than agricultural land) without buildings. Dwelling-houses will

fall into the first sub-class of the second-mentioned class, but they are not statutorily distinguished from, say, aeroplane hangars (which may be "houses": see *B. Aerodrome, Ltd.* v. *Dell* [1917] 2 K.B. 380). So a landlord who asserts that a rebuilt dwelling-house is not controlled at all (and the onus is on him: Increase of Rent, etc., Act, 1938, s. 7 (1)) must, in effect, argue that the house had no rateable value at all on the relevant date. He may make some sort of a case by showing that the house is not identical with the house that existed on that date; but, particularly if there has been no proposal to amend, and no inclusion in any provisional or supplemental list by reason of damage or of restoration, he may well be met with the answer that this is the same hereditament.

Decontrol by change of identity was, of course, a phenomenon which occurred under the pre-1939 Acts; indeed, by way of increasing supply some encouragement was given to property owners by s. 12 (9) of the 1920 Act, which decontrolled new houses and dwelling-houses reconstructed by conversion into separate and self-contained tenements; but, though there were air-raids during the 1914–1918 war, none of the cases of changed identity was based on restoration of vital parts, i.e., of parts without which the building could not discharge the functions of a dwelling-house.

COMMON LAW COMMENTARY

ACCIDENT TO A SERVANT

As is well known, the defence of common employment does not avail to prevent the application of the rule that, if an injury to a workman is caused by an employer failing to take reasonable care to establish and maintain a safe system of working, the employer is liable. The liability cannot be shifted from the employer merely by delegating the establishment and maintenance of such a system to a subordinate. The common law liability is wider than the liability put on an employer by the Employers' Liability Act, 1880.

In *Colfar* v. *Coggins & Griffiths (Liverpool), Ltd.* (1945), 89 SOL. J. 106, the Lord Chancellor considered *Speed* v. *Thomas Swift & Co., Ltd.* [1943] K.B. 557. In the latter case Lord Greene, M.R., applied the following test: "If (the master) lays out the job in a way which is not reasonably safe and sets his men to work in dangerous conditions which would be eliminated by the exercise of due skill and care, it appears to me impossible for him to say that he has not failed in a duty which lies on him and on no one else." And MacKinnon, L.J., enunciated the following principles: "(1) It is the duty of an employer towards his servants to provide a safe system of working in the operation the servants are to carry out. (2) The employer may, and in many cases must, delegate the provision of such system to an agent, but in such a case the employer is responsible for any failure of such agent to provide such a system. (3) If injury to a workman is caused by the failure of the employer, either personally or vicariously, to provide such a system of working, the employer is liable to pay damages to the workman for such injury. (4) If, however, the employer has fulfilled, either personally or vicariously, the duty of providing such a system and a workman is injured by the failure of a fellow workman (even though he may be in a superior and commanding position towards the injured man) to carry out the system properly, the doctrine of common employment absolves the employer from liability to the injured workman."

In *Colfar's* case Lord Simon agreed with the propositions laid down in *Speed's* case, but "so long as the doctrine of common employment continues to apply, I do not think that the employer's liability at common law arising from this duty can be further extended." Owing to negligence in handling the guy rope of a derrick the appellant was injured, but the Lord Chancellor's opinion was that this was "among those isolated or day-by-day acts of the servant of which the master is not presumed to be aware and which he cannot guard against," not "the practice and method adopted in carrying on the master's business of which the master is presumed to be aware and the insufficiency of which he can guard against." Common employment was therefore a good defence, and the appeal failed.

LIMITATION OF ACTIONS AGAINST PUBLIC AUTHORITIES

Section 21 of the Limitation Act, 1939, enacted that "No action shall be brought against any person for any act done in pursuance, or execution, or intended execution of any Act of Parliament, or of any public duty or authority, or in respect of any neglect or default in the execution of any such Act, duty or authority, unless it is commenced before the expiration of one year from the date on which the cause of action accrued . . ."

In *Woodward* v. *Mayor of Hastings, etc.* (1945), 172 L.T. Rep. 16, Hallett, J., held that the Act applied to the defendants in respect of the Hastings Grammar School. But the Court of Appeal distinguished the school from a non-provided voluntary school, finding that the defendants were "administering a charitable trust, and the fact that it is in the public interest that they should do so does not make them a public authority, or their work a 'public duty' within s. 21 . . ."

ESTOPPEL BY RECORD: WORKMEN'S COMPENSATION

Section 23 of the Workmen's Compensation Act, 1925, provides that where an agreement has been made between the parties, it may be recorded by the county court and for all purposes be enforceable as a judgment. In *Arabian* v. *Tuffnell & Taylor, Ltd.* (1945), 114 L.J. Rep. 26, it transpired that such an agreement had been made and registered in October, 1942. A year later someone on behalf of the infant plaintiff wondered whether his rights had been properly safeguarded, and the plaintiff issued a writ for negligence and breach of statutory duty. A preliminary point, argued on behalf of the defendants before Wrottesley, J., was that the registered agreement was an estoppel by record which disposed of the claim.

The judge found that, except with regard to his rights under the Workmen's Compensation Acts, the plaintiff was not properly advised when he made the agreement, and the agreement was not for the infant's benefit. He referred to *Murray* v. *Schwachmann, Ltd.* [1938] 1 K.B., at p. 146, where Greer, L.J., said: ". . . It is quite clear from the case of *Stephens* v. *Dudbridge Ironworks Co.* [1904] 2 K.B. 225, that if an infant plaintiff is put to an election whether he should choose to make a claim under the Workmen's Compensation Act or whether he should make a claim in damages at common law, the infant workman is only bound by the election that he makes if it is for his benefit."

The judge felt himself in some difficulty by reason of s. 29 of the Workmen's Compensation Act, 1925, which provided that employers should not be liable to proceedings under both causes of action; the workman must elect. But he decided that the section did not alter the law with regard to infants and contracts. He therefore found in favour of the infant, allowing for the facts that the amounts which he had already received could be taken into account, and that he could accept counsel's undertaking not to take any steps to enforce the agreement if it later transpired that the infant ought in his own interests to abandon his rights under the Workmen's Compensation Act.

Ware v. *Whitlock* [1923] 2 K.B. 418 is authority for saying that where such a registered agreement exists between the employer and a next friend (as in the present case) it becomes as effective as if it had been signed by the infant himself. But this is binding only with respect to the infant's remedies under the Workmen's Compensation Act.

NEGLIGENCE AND AN ICY PAVEMENT

In the Scottish case of *Lambie* v. *Western Scottish Motor Traction Co., Ltd.* (1945), S.L.T. 62, the defenders had a

garage with a yard in front of it sloping to a roadway, over the pavement. Every night they washed buses in the yard and the water ran over the pavement (which the county council were responsible for maintaining) to the roadway. About midnight on the 12th-13th November, 1942, there was a sudden frost. The water froze. The pursuer, passing along the pavement in the dark, slipped on the ice and sustained injury.

The defence to the claim for negligence was, in short (1) that the defenders had no reason to expect a sudden frost, and (2) that the pursuer was guilty of contributory negligence. The defenders succeeded before the Sheriff-Substitute, who found neither negligence nor contributory negligence, and the pursuer appealed to the Court of Session.

On appeal it was found that there was negligence in allowing the ice to form. As to contributory negligence Lord Carmont said: "A pedestrian may be perfectly well looking after himself or herself although there is no conscious effort of the mind directed to progress along the road." The appellant was therefore exonerated of contributory negligence and awarded damages.

In *Sharp* v. *Powell* (1872), L.R. 7 C.P. 253, the defendant washed a van in a public street and allowed the water to run to a sewer about 25 yards away. Because of frost the drain froze and the water did not run away, but spread over the road, forming ice. The plaintiff's horse thereby sustained injury. There was no evidence that the defendant knew of the drain being frozen, and it was therefore held that the damage was too remote.

While these two cases can be distinguished, we personally do not favour a defendant who wilfully allows water to come upon a public route and takes no steps to protect passers-by if the water freezes.

TO-DAY AND YESTERDAY

LEGAL CALENDAR

March 19.—On the 19th March, 1852, Sarah French, aged twenty-seven, was tried at Lewes Assizes for the murder of her husband, a labouring man, with whom she lived in a cottage at Chiddingley. After his burial, village gossip brought about an exhumation and a large quantity of arsenic was found in his stomach. The chief witness against Sarah was James Hickman, a young man of twenty, who had first courted her sister, but had formed the habit of calling on her, generally when her husband was out. He told how she had asked him whether he would like her if she were not married and how she used to sit on his knee and kiss him and say that she loved him and that she would be happy if she could have him. She also said that she had some money and could keep him without working and at some time after that he broke off with her sister. The prisoner's counsel suggested that Hickman had a strong motive to poison French, and that there was reasonable doubt of her guilt. Though the jury thought she might not have administered the poison, they had no doubt that she was an accessory before the fact. She was convicted, admitting her guilt before execution.

March 20.—On the 20th March, 1835, Norman Welch, a weigher in the Liverpool Custom House, was tried at the Lancaster Assizes for the murder of William Southgate, a surveyor of warehouses there, against whom he bore a grudge for having had him reduced from a higher situation worth £17 15s. more a year. He had bought a pistol, balls and gunpowder, and on the morrow had openly shot Southgate in the Custom House Yard. In prison next day he calmly told the police that the other officers were in no danger, as he had gone on purpose to shoot the deceased. He also said that he had drunk spirits hard of late, keeping up a constant excitement in his mind. At his trial the defence was insanity and several witnesses spoke of his propensity to great violence and outrageous bursts of passion frequently inflamed by drinking. He was found guilty and condemned to death.

March 21.—Elizabeth Smith, an old woman who kept some cows at Flaminshaw in Yorkshire, lost two, and her son in Leeds sent her 18 guineas to buy another. While the money was in the house, it was entered one night and she was murdered. Later John Terry, an apprentice, made a detailed confession to the police, saying that he and a fellow-apprentice named Joseph Heald had killed her. At the York Assizes they were both found guilty and condemned to death. On the morning of their execution on the 21st March, 1803, Terry said to the chaplain that Heald was innocent, and that he had only made the confession because he had been told that it would save his own life. The judge, being satisfied of the guilt of both, would not defer the execution, but sent his marshal to attend them, giving him a discretionary power to respite Heald should anything emerge to justify this. The marshal also formed the opinion that Heald was guilty, though on the way to the scaffold, Terry was in a frenzy, declaring him innocent. On the drop he struggled shouting that he alone did the murder, and at last when it fell he made a spring and got his foot on the edge of a beam and his arms round a corner post, so that he had to be forced off.

March 22.—Mr. Justice Denton died on the 22nd March, 1740, having served as a judge of the Common Pleas for nearly eighteen years. He was the son of Alexander Denton, of Hillesden, near Buckingham, and he sat in Parliament for Buckingham for some years. Soon after his call to the Bar by the Middle Temple, he was one of the counsel committed by the House of Commons to the custody of the serjeant-at-arms for pleading for the plaintiffs in the Aylesbury case.

March 23.—In the years of distress following the Napoleonic Wars England sometimes seemed on the verge of revolution and authority became alarmed. In 1819 a peaceable mass meeting of over 60,000 having assembled in St. Peter's Fields, Manchester, to demand reform, the magistrates ordered the hussars to charge them. Five people were killed and very many wounded, including women and children. This was the "Peterloo Massacre" which Sir Francis Burdett denounced in a letter to the Westminster electors, from Kirby Hall, his house in Leicestershire. It began: "Gentlemen . . . I was filled with shame, grief and indignation at the account of the blood spilled at Manchester. This, then, is the answer of the boroughmongers to the petitioning people . . . Will the gentlemen of England support or wink at such proceedings? They hold a great stake in their country; they hold great estates and they are bound in duty and in honour to consider them as retaining fees on the part of their country for holding its rights and liberties . . . I propose a meeting should be called in Westminster . . . Whether the penalty of our meeting will be death by military execution I know not; but this I know, a man can die but once, and never better than in vindicating the laws and liberties of his country . . . I can scarcely tell what I have written; it may be a libel or the Attorney-General may call it one, just as he pleases." On the 23rd March, 1820, he was tried at the Leicester Assizes on a charge of seditious libel and found guilty. He was fined £2,000 and imprisoned for three months.

March 24.—The old records of the Midland Circuit enshrine many old customs and the fines imposed for breach of them. Here is one from 1787: "Coventry. 24 March. Mr. Rastall presented for dancing with an Attorney's wife at Derby. 2/6."

March 25.—On the 25th March, 1749, "commenced the prohibition of cambrics and French lawns, under the penalty of £5 to the informer."

The Stupid Jury

In the Court of Criminal Appeal recently Mr. Justice Humphreys said that a man was entitled to take his chance of finding a stupid jury if he could get one to acquit him and of putting his defence before them. There are plenty of stories of occasions when the gamble has come off. Once in a case in which a man was charged with wounding with intent

to do grievous bodily harm and also with common assault, his counsel made desperate efforts to convince the jury that he could only be found guilty of the lesser offence. Mr. Justice Maule told them that it was quite true that if the prisoner did not intend to do grievous bodily harm he could not be convicted on the major charge. If, therefore, he added, with characteristic irony, they believed that in ripping up the prosecutor's belly so as to cause his bowels to protrude, he had not the intent of doing him any bodily harm they would find him guilty of common assault merely. To everyone's astonishment the jury missed the irony and took the suggestion literally. Some judges have taken ill the prisoner's right to a stupid jury. Once a verdict so exasperated Mr. Baron Alderson that he sent the offending twelve to the civil court "where they can't do so much mischief." Seeming to soliloquise, he said: "No doubt there are some men who never can comprehend what evidence is; but that twelve should come together to-day and let that man off!" To the accused he said: "Prisoner, the jury have acquitted you. Heaven knows why! No one else in the whole court could have the slightest doubt of your guilt, which is of the grossest kind; but you are acquitted and I can't help it."

COUNTY COURT LETTER

Projected Sale of Controlled House

In *Pearce* v. *Maidment*, at Bournemouth County Court, the claim was for possession of 53, Arnewood Road, West Southbourne. The plaintiff's case was that she was the tenant of a house at Westbury, Wilts, and was there paying 8s. a week rent. The owners were the trustees of the Congregational Church, who would probably require it for their own use. The plaintiff was also paying mortgage interest on her house in Arnewood Road, which she required as a residence for herself and her young son. She could not afford the expense of both houses. The defendant had also sub-let the Arnewood Road house without the plaintiff's consent, and, in view of the Rent, etc., Restrictions (Amendment) Act, 1933, Sched. I, para. (*d*), it was unnecessary to show alternative accommodation. The case for the defendant was that she had not sub-let, but had merely left the Arnewood Road house during the air raids. She had gone with her two children to live with her mother, who had an air-raid shelter. The real reason for the application was that the plaintiff wished to sell the house with vacant possession. His Honour Judge Cave, K.C., observed that the plaintiff suffered no hardship by remaining where she was, and would be better off than if she lived in Bournemouth. The Rent Acts did not recognise an owner's desire to sell a house as a good reason for obtaining possession. Judgment was given for the defendant, with costs.

Tenancy of Forestry Worker

In *Attorney-General* v. *Harper*, at Hay County Court, the claim was for £5 6s. 8d. as the rent of a small holding from the 1st June to the 29th September, 1943. The plaintiff's case was that the defendant had been employed by the Forestry Commission under an agreement dated the 21st September, 1938. By virtue of his employment, he occupied a small holding on a 364-day agreement, which was renewed every year. The rent of £1 6s. 8d. per month was deducted from the defendant's wages on the first day of each month. The defendant left the Commission's employ on the 14th May, 1943, and his rent was paid up to the 31st May, 1943. The rent was owing up to the 29th September, when his tenancy expired. The defendant's case was that, when his employment ceased, his liability for rent also ceased. He had found another tenant, whom the Commission refused to accept. The defendant was now an under-gardener, and he had a wife and three children. His Honour Deputy Judge Gilbert Griffiths observed that the agreement required the tenant to give three months' notice, expiring on quarter-days. The Commission, however, could give one month's notice. The result was that the tenancy was not determined until the agreement expired in September. A liability existed in law for the rent from the 1st June to the 29th September. Judgment was given for the plaintiff for the amount claimed, with costs.

BOOKS RECEIVED

Life Blood. The official account of the Transfusion Services prepared for the Ministry of Health and the Department of Health for Scotland by the Ministry of Information. pp. 32. London: H.M. Stationery Office. 6d. net.

Police Law. An arrangement of Law and Regulations for the use of Police Officers. By Cecil C. H. Moriarty, C.B.E., LL.D. War Edition (Eighth). 1945. pp. xx and (with Index) 578. London: Butterworth & Co. (Publishers), Ltd. 7s. 6d. net.

Tax Cases. Vol. XXV. Parts IX and X. London: H.M. Stationery Office. 1s. each, net.

Questioned Document Problems. By Albert S. Osborn, D.Sc., President, American Society of Questioned Document Examiners. Revised and edited by Albert D. Osborn. Introduction by Dean Roscoe Pound, Law School of Harvard University. 1944. pp. xxviii and (with Index) 486. New York: Boyd Printing Co.

POINTS IN PRACTICE

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Breaking a Settlement—Procedure

Q. A marriage settlement was entered into by husband and wife upon their marriage in 1939. The settlement consists of a freehold house and a number of shares, policies and other personal chattels. The settlement is in the usual form and provides for the life interest of the husband and wife and thereafter for the children, if any. The two trustees of the settlement were recently killed by enemy action. The husband and the wife are both aged forty and there are no children of the marriage. The husband and wife each desire that the deed of settlement should be revoked and that the property comprised therein should revert to the original settlors. Can this be done, and what is the procedure?

A. We would observe that forty is rather an early age to assume that no child will be born (unless there is any special reason to justify the assumption). We understand that the husband has a life interest in his funds, with reversion to the wife for life if she survives him, and that after the death of the survivor the husband's funds are in trust for him. We further imagine that the wife's funds are for her for life, with reversion to the husband for life if he survives her, and that after the death of the survivor the funds are to go as the wife shall (generally) appoint, and in default of appointment for the wife if she survives her husband, and if she does not for those who would have been entitled in her intestacy had she not married this husband. If that is so, and the wife appoints in her own favour, only she, her husband, and possible children are interested under the settlement. We suggest an appropriate (irrevocable) appointment coupled with a direction to the personal representatives to transfer the appropriate funds to the husband and wife respectively, coupled with such an indemnity as the personal representatives require to protect them against their compliance with the direction, the possibility of children, and estate duty (see Finance Act, 1940, s. 43). By "the personal representatives" we mean the personal representatives of the surviving trustee.

WAR LEGISLATION

Statutory Rules and Orders, 1945

E.P. 242. **Finance.** The Currency Restrictions (Travellers' Exemption) Order. March 5.

No. 241. Finance. The Importation of Notes (Foreign) Order, March 5.

No. 137. **Income Tax.** Exemption. Ulster and Colonial Savings Certificates Regulations. Feb. 25.

E.P. 245. **Location of Retail Businesses.** General Licence, March 9.

No. 271. **Parliamentary Elections.** Electoral Registration Regulations, 1945. Feb. 16.

No. 256/L.1. **Supreme Court.** England. Procedure. Rules of the Supreme Court (No. 1). March 6.

No. 256/L.2. Supreme Court, England. Procedure. Rules of the Supreme Court (No. 2). March 5.

No. 266. **Trading with the Enemy.** Rumania. General Licence, March 12.

[Any of the above may be obtained from the Publishing Department, S.L.S.S., Ltd., 88/90, Chancery Lane, London, W.C.2]

Mr. George Longmore, of Kidderminster, has achieved the unique distinction of having served for seventy years continuously with the firm of Messrs. Ivens, Morton & Greville Smith, solicitors, of Kidderminster. Mr. Longmore, who is nearly eighty-four years of age, joined the firm in 1875.

NOTES OF CASES

COURT OF APPEAL

In re **Compton; Powell** *v.* **Compton**

Lord Greene, M.R., Finlay and Morton, L.JJ.
20th December, 1944

Charity—Bequest—Settled land to provide education for descendants of three persons—Validity.

Appeal from a decision of Cohen, J. (88 SOL. J. 262).

The testatrix by her will dated the 29th May, 1906, gave her property to her trustees upon trust to invest the proceeds of sale thereof in trustee stocks under a trust for ever to be called the C trust " for the education of C and P and M children, but C and P children are to have the preference, as scholarships for the time being as thought best by the trustees . . . It is not to be used as a pension or income for any one and is to be held as scholarships at the pleasure of the trustees. It is to be used to fit the children to be servants of God serving the nation not as students for research of any kind. No person shall be allowed as a family who is not born in wedlock and who is not of sound mind and body. C children are the lawful descendants of H C " —that was her paternal grandfather—" P children are the lawful descendants of P "—that was her maternal grandfather—" and M children the lawful descendants of W Earl of S hereinbefore mentioned." The testatrix died in 1941. At the date of the issue of the summons there were ten C children, six P children and twelve M children, making twenty-eight descendants in all, in existence, each family having a boy or girl eligible to benefit under the terms of the trust. Cohen, J., held the bequest was for the advancement of education and constituted a good charitable trust.

LORD GREENE, M.R., said that the questions for decision were: (1) Was a trust for the education of the descendants in perpetuity of three named individuals a valid charitable trust? (2) If not, was the present trust a valid charitable trust by reason of the fact that the kind of education that was required was such as " to fit the children to be servants of God serving the nation "? Importance was attached to the fact that there were twenty-eight descendants of the three named persons in existence. That was a mere accident. If a gift were in its nature a private or family benefaction, it could not be regarded as a charitable gift merely because the number of beneficiaries might become considerable. The fundamental requirement of a charitable gift was correctly stated in Tudor on Charities (5th ed., p. 11): " In the first place it may be laid down as a universal rule that the law recognises no purpose as charitable unless it is of a public character. That is to say, a purpose must, in order to be charitable, be directed to the benefit of the community ": *Goodman* v. *Mayor of Saltash* (1882), 7 App. Cas. 633, at p. 650; *Income Tax Commissioners* v. *Pemsel* [1891] A.C. 531, at p. 580. This was true of all charitable gifts and was not confined to the fourth class in Lord Macnaghten's statement in *Pemsel's* case. On principle a gift under which the beneficiaries were defined by reference to a purely personal relationship to a name *propositus* would not be a valid charitable gift, and this was so whether the relationship was near or distant. The three authorities cited to show that a trust for the purpose of educating the members of a specific family or families was a valid charitable trust did not establish that proposition: *Spencer* v. *All Souls College* (1762), Wilm. 163; *Attorney-General* v. *Sidney Sussex College* (1869), L.R. 4 Ch. 722; *In re Lavelle* (1914), 1 I.R. 194. If such a trust were held to be charitable, a testator would be able to provide in perpetuity for the education of his kinsmen in a way which would avoid the payment of income tax on the trust income. It was, however, suggested that the direction as to the kind of education to be provided made this gift a charitable one, as it was beneficial to the community to have individuals so educated as to become God-fearing men and women and good citizens. In this sense education by itself, without any reference to any particular kind of education, would in the same way be beneficial to the community. Passing to the " poor relation " cases, which Cohen, J., felt himself constrained to follow, namely, *Isaac* v. *De Friez* (1754), 4 Amb. 595; *Attorney-General* v. *Price* (1810), 17 Ves. 371; and *Attorney-General* v. *Duke of Northumberland* (1877), 7 Ch. D. 745, they were invited to overrule them. They were far from satisfactory. They were given at a time when the public nature of a charity had not been as clearly laid down as it had in modern authorities. If they had come up for decision for the first time in modern days, they might have been differently decided. It was quite impossible for the court to overrule them. They must be regarded as good law, though perhaps anomalous. The court was not bound to extend the analogy of these decisions so as to cover a trust of this kind. There might be some special quality in gifts for the relief of poverty which put them in a class by themselves. The appeal should be allowed.

FINLAY and MORTON, L.JJ., agreed in allowing the appeal.

COUNSEL: *Armitage; J. N. Gray*, K.C., and *B. G. Burnett-Hall; Harman*, K.C., and *H. E. Salt; H. O. Danckwerts.*

SOLICITORS: *Farrer & Co.; Royds, Rawstorne & Co.; Lovell, Son & Pitfield*, for *Nantes, Maunsell & Howard*, Bridport; *Treasury Solicitor.*

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

CHANCERY DIVISION

In re **Marshall**

Cohen, J. 21st February, 1945

Settled land—Judicial trustee—Jurisdiction of court to appoint—Judicial Trustees Act, 1896 (59 & 60 *Vict. c.* 35), *s.* 1.

Adjourned summons.

The testator, who died in 1912, gave all his residuary estate to two trustees upon trust to pay £1 a week out of the income thereof to the applicant during her life, and upon further trust to pay to her the whole or such part of the remainder of the income, or apply the same for her benefit, as they should think fit, and to hold this estate after her death upon trust for two charities. The surviving trustee having died, his executrix refused to appoint a new trustee of the will. By this summons the applicant asked that the Official Solicitor should be appointed sole judicial trustee of the will and sole judicial trustee thereof for the purposes of the Settled Land Act, 1925. The question arose whether the court had power to appoint a judicial trustee for the purposes of the Settled Land Act, 1925. The Judicial Trustees Act, 1896, s. 1, provides: " Where application is made to the court by or on behalf of the person creating or intending to create a trust, or by or on behalf of a trustee or beneficiary, the court may, in its discretion, appoint a person (in this Act called a judicial trustee) to be a trustee of that trust, either jointly with any other person or sole trustee, and, if sufficient cause is shown, in place of all or any existing trustees."

COHEN, J., said that the Act contained no definition of " trust," and he must therefore give the word its ordinary meaning. In Underhill on Trusts, 8th ed., at p. 3, " trust " was defined as " an equitable obligation, binding a person (who is called a trustee) to deal with property over which he has control (which is called the trust property) for the benefit of persons (who are called the beneficiaries or *cestui que trusts*), of whom he may himself be one, and any one of whom may enforce the obligation." In his opinion, Settled Land Act trustees were trustees of a " trust " within that definition. He would first appoint the Official Solicitor judicial trustee for the purpose of the Settled Land Act, 1925, of the freehold and leasehold properties subject to the trusts of the settlement created by the will, and secondly, judicial trustee of the will.

COUNSEL: *Waite.*

SOLICITOR: *Official Solicitor.*

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

PARLIAMENTARY NEWS

HOUSE OF LORDS

LIABILITIES (WAR-TIME ADJUSTMENT) (SCOTLAND) BILL [H.C.].
Read Second Time. [13th March.

LICENSING PLANNING (TEMPORARY PROVISIONS) BILL [H.C.].
In Committee. [13th March.

LOCAL AUTHORITIES LOANS BILL [H.C.].
Read Third Time. [15th March.

MINISTRY OF HEALTH PROVISIONAL ORDER (CONWAY AND COLWYN BAY JOINT WATER SUPPLY BOARD) BILL [H.C.].
Read Second Time. [14th March.

WAGES COUNCILS BILL [H.C.].
Read Third Time [15th March.

HOUSE OF COMMONS

FORESTRY BILL [H.C.].

To make provision for the reconstitution of the Forestry Commission and as to the exercise of the functions of the Forestry Commissioners, the acquisition of land for forestry purposes and the management, use and disposal of land so acquired; and in connection with the matters aforesaid to amend the Forestry Acts, 1919 to 1927, and certain other enactments relating to the Forestry Commissioners.

Read First Time. [15th March.

ILFORD CORPORATION BILL [H.C.].
Withdrawn. [14th March.

INCOME TAX BILL [H.C.].
Read Second Time. [14th March.
LIMITATION (ENEMIES AND WAR PRISONERS) BILL [H.L.].
Read Third Time. [16th March.
MERSEY DOCK AND HARBOUR BOARD BILL [H.L.].
Read First Time. [13th March.
MINISTRY OF FUEL AND POWER BILL [H.C.].
Read Third Time. [16th March.
WELSH CHURCH (BURIAL GROUNDS) BILL [H.C.].
Read Second Time. [16th March.

QUESTIONS TO MINISTERS

PENSIONS TRIBUNALS: COURT APPEALS

Mr. DRIBERG asked the Attorney-General how many appeals against decisions of Pensions Appeal Tribunals have been heard; and how many of these were successful.

The ATTORNEY-GENERAL: Nine appeals have been taken to the courts from Pensions Appeal Tribunals, eight by applicants and one by the Minister. Three of the former and the latter were successful. [14th March.

APPOINTMENT OF "NEXT FRIEND"

(*Continued from p.* 131)

Berks, Bucks and Oxfordshire Incorporated Law Society: Berkshire: Mr. W. E. M. Blandy, 1, Friar Street, Reading. *Oxfordshire:* Mr. P. Darby, 50, New Inn Hall Street, Oxford.

Derby Law Society: Mr. B. Johnson, 6, Iron Gate, Derby.

Scarborough Law Society: Mr. G. B. Parker, 7, Queen Street, Scarborough.

West Wales Law Society: Mr. Frederick Hubert Jessop, LL.B., Solicitor, Aberystwyth.

RULES AND ORDERS

S.R. & O., 1945, No. 256/L.1
SUPREME COURT, ENGLAND
PROCEDURE
THE RULES OF THE SUPREME COURT (No. 1), 1945
Dated MARCH 6, 1945

I, John Viscount Simon, Lord High Chancellor of Great Britain in exercise of the powers conferred upon me by the Administration of Justice (Emergency Provisions) Act, 1939,* and of all other powers enabling me in this behalf, and with the concurrence of the two other Judges of the Supreme Court, do hereby make the following Rules of Court under Section 99 of the Supreme Court of Judicature (Consolidation) Act, 1925†:—

1. The following amendments shall be made in Rule 23A of Order XVI:—

(*a*) In paragraph (1) (*a*) the word "or" shall be omitted and the word "or Supervising Member of a Voluntary Aid Detachment" shall be inserted after the word "sergeant."

(*b*) The following paragraph shall be substituted for paragraph (7), namely:—

"(7) For the purposes of this Rule the expression 'member of the armed forces of the Crown' includes:—

(*a*) A member of the Women's Royal Naval Service,

(*b*) A member of a Voluntary Aid Detachment serving with the Royal Navy,

(*c*) A member of a Voluntary Aid Detachment enrolled for employment under the Army Council, and

(*d*) A Voluntary Aid Detachment Nursing Member employed in a Royal Air Force Hospital,"

but does not include a member of the Home Guard.

2. Rule 28A of Order XVI shall be amended by substituting for paragraph (5) thereof the following paragraph, namely:—

"(5) In this Rule the expression 'member of the armed forces of the Crown' includes:—

(*a*) A member of the Women's Royal Naval Service,

(*b*) A member of a Voluntary Aid Detachment serving with the Royal Navy,

(*c*) A member of a Voluntary Aid Detachment enrolled for employment under the Army Council, and

(*d*) A Voluntary Aid Detachment Nursing member employed in a Royal Air Force Hospital,"

but does not include a member of the Home Guard.

3. In Rule 17 of Order XXII the words "3% London County Consolidated Stock, 1962–1967" shall be substituted for the words "Four and a Half per Cent. London County Consolidated Stock 1945–85."

4. In Rule 12 of Order XXXVI the words "under Rule 11 of this Order" shall be substituted for the words "under the last preceding Rule."

5. The following Rules shall be substituted for Rules 71, 74 and 75 of Order LVB:—

* 2 & 3 Geo. 6, c. 78. † 15 & 16 Geo. 5, c. 49.

"HOUSING ACT, 1936
TOWN AND COUNTRY PLANNING ACT, 1932
LOCAL GOVERNMENT ACT, 1933
TOWN AND COUNTRY PLANNING ACT, 1944

71. An application under—

(1) Paragraph two of the Second Schedule to the Housing Act, 1936; or

(2) Paragraph two of Part II or paragraph two of Part III of the Town and Country Planning Act, 1932; or

(3) Section 162 of the Local Government Act, 1933; or

(4) Section 16 (1) of the Town and Country Planning Act, 1944;

shall be made by an originating notice of motion to a judge of the High Court selected for the purpose by the Lord Chancellor.

74.—(1) The notice of motion shall within the time limited by the said respective enactments for making the application, be entered at the Crown Office and be served on the appropriate Minister and also:—

(i) if the application relates to a clearance order, or a compulsory purchase order, on the authority by whom the order was made, or

(ii) if the application relates to a scheme, supplementary order, or compulsory purchase order under the Town and Country Planning Act, 1932, on the Authority by whom the scheme or supplementary order was prepared or adopted, or is deemed to have been prepared or adopted, or the compulsory purchase order was made, or

(iii) if the application relates to an order under section one or to an order or certificate under section fourteen, or to an order authorising compulsory purchase of land under Part I of the Town and Country Planning Act, 1944, on the authority by whom or on whose application the order was made or the certificate given.

(2) The "appropriate Minister" means the Minister by whom the order or scheme was made, approved or confirmed, or the certificate given.

75.—(1) The ordinary practice and rules of the King's Bench Division shall apply so far as they are applicable, and are not inconsistent with the provisions of the Acts referred to in this part of this Order, or of the Rules contained therein.

(2) Any party may issue a summons returnable at the Chambers of the judge for an order or direction on any matter of procedure."

6. The following Order shall be substituted for Order LVc:—

"ORDER LVc

PROCEEDINGS UNDER THE WAR DAMAGE ACT, 1943

1. Proceedings in the High Court for the enforcement of any right conferred by the War Damage Act, 1943 (in this Order referred to as "the Act") shall be assigned to the Chancery Division and shall, unless the court or a judge otherwise orders, be heard and determined by a judge nominated by the Lord Chancellor for the purposes of the Act.

2.—(1) Any person who in accordance with the proviso to paragraph (1) of the Fifth Schedule to the Act has declared to a referee his dissatisfaction with a determination of the referee on an appeal under section 32 (2) of the Act or a reference under section 32 (4) or (5) of the Act as being erroneous in point of law, may within one month of having so declared, by notice in writing served on the referee, require him to state a case for the opinion thereon of the High Court.

(2) The procedure and practice of the Chancery Division relating to a special case stated for the decision of the High Court with respect to a question of law under the Arbitration Act, 1934, s. 9 (1) (*a*), shall apply to a case stated for the opinion of the High Court under the said proviso.

3.—(1) An appeal to the High Court under section 32 (3) or 69 (7) or 74 (4) of the Act against a determination of the War Damage Commission (in this Order referred to as "the Commission") shall be instituted by originating notice of motion.

(2) The appellant shall file the notice of motion in the Action Department, Central Office, within 60 days of the receipt by him of the determination, and shall state in the notice the question of law on which he desires to appeal, the grounds of his appeal and the date on which he received the determination.

(3) The notice of motion shall be served on the Commission at least 6 weeks before the time fixed by the notice for making the motion.

(4) The Commission shall, unless the court or a judge upon the application of the Commission otherwise directs, within 28 days of the service of the notice of motion or such further time as the court or a judge may allow, state a case setting forth the facts on which their determination was based and shall file the case in the said Action Department and shall serve a copy thereof upon the appellant.

(5) The notice of motion together with a copy of the case shall be served by the appellant upon such of the persons interested in the subject-matter of the appeal as the court or judge may direct and for this purpose the appellant shall, unless the court or a judge otherwise directs, within 7 days of the service of a copy of the case upon him, issue a summons returnable at the chambers of the judge.

(6) Any party may issue a summons returnable at the chambers of the judge for an order or direction on any matter of procedure.

(7) The appeal may, notwithstanding anything in the Judicature Act, 1925, s. 63, be heard and determined by a single judge.

(8) At the hearing of the appeal the court shall have power, if it

thinks fit, to order the case to be sent back to the Commission for amendment or, with the consent of the Commission, to amend the case.

(9) The decision of the court shall be embodied in an order and a copy of the order shall be sent by the proper officer to the Commission.

(10) The ordinary practice and rules of the Chancery Division shall, in so far as the same are applicable and are not inconsistent with this Order, apply to appeals under the subsections aforesaid.

4.—(1) Where the Commission desire to make a payment into the High Court under section 33 (1) of the Act they shall cause an affidavit to be made and filed in the Chancery Division intituled in the matter of the Act and in the matter of the hereditament, and setting forth therein—

(*a*) short particulars of the hereditament;

(*b*) the name and address of any person who has claimed a payment in respect of war damage to the hereditament or a share of such payment; and

(*c*) the grounds on which the Commission desire to make the payment into court.

(2) There shall be annexed to the affidavit a Lodgment Schedule setting forth—

(*a*) the fact that the persons desiring to pay the money into court are the Commission;

(*b*) the ledger credit to which the money is to be credited;

(*c*) the amount to be lodged.

(3) The ledger credit shall be intituled in the matter of the Act and in the matter of the hereditament.

(4) An office copy of the Lodgment Schedule shall be left with the Accountant General.

(5) The Commission shall, so far as may be practicable, give notice of the payment into court by pre-paid letter addressed to any person who has claimed a payment in respect of war damage to the hereditament or a share of such payment.

(6) An application to deal with the money so paid in or with the income thereof may be made by originating summons intituled in the same manner as the affidavit on which the money was paid in.

(7) The summons shall be served on, or such other notice or intimation thereof shall be given to, such persons, if any, as the court or judge may direct.

5.—(1) If in any proceedings in any Division of the High Court an issue arises which involves the determination of the construction or effect of the Act, the court or a judge thereof may at any stage of the proceedings, with or without an application for the purpose, direct that the proceedings be heard and determined by a judge nominated by the Lord Chancellor for the purposes of the Act, or, as the case may require, by a court of which at least one member is a judge nominated as aforesaid.

(2) An application for a direction under this Rule may be made in accordance with the procedure and practice relating to interlocutory applications in the Division in which the proceedings are pending.

6. Service of any document required or authorised to be served on the Commission under this Order shall be effected by delivering or sending the document to the Treasury Solicitor at his office at Storey's Gate, St. James's Park, S.W.1."

7. In Rule 1 of Order LXVIII, the following paragraph shall be inserted after paragraph (*a*):—

" (*b*) Proceedings in the High Court when acting as a Prize Court."

8. These Rules may be cited as the Rules of the Supreme Court (No. 1), 1945.

Dated the 6th day of March, 1945. *Simon*, C.

We concur *Caldecote*, C.J.
Greene, M.R.

NOTES AND NEWS

Honours and Appointments

Mr. ARTHUR MORLEY, K.C., has been appointed Chairman of the Middlesex Quarter Sessions on the retirement of Mr. St. John Gore Micklethwait, K.C., on 28th April.

Notes

At the meeting of the Court of the City of London Solicitors Company on 9th March the four recently co-opted new members of the Court took their seats. They are Mr. Deputy H. W. Morris, C.C., Under-Sheriff of the City of London and Past Master of the Carpenters Company, Mr. R. Q. Henriques, Mr. Ernest H. Hazel and Mr. E. Alston Mott. Three members were elected to the Livery of the Company (making 128 to date) and five new Freemen were elected.

The following appointments to the Board of Directors have been announced by the Legal & General Assurance Society Limited: Mr. Edward William Wykes, solicitor, of Messrs. Lawrence Graham & Co., and Mr. Walter Charles Norton, M.C., solicitor, of Messrs. Norton, Rose, Greenwell & Co.; The Hon. John Mulholland, M.C. (Vice-Chairman of the Legal and General Assurance Society Limited), and Mr. J. R. Marriott (a Director) have been appointed Directors of the Gresham Life and Gresham Fire and Accident Societies.

STOCK EXCHANGE PRICES OF CERTAIN TRUSTEE SECURITIES

Bank Rate (26th October, 1939) 2%

	Div. Months	Middle Price 19th March 1945	Flat Interest Yield	‡ Approximate Yield with redemption
English Government Securities			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	111½	3 11 9	2 17 1
Consols 2½%	JAJO	83	3 0 3	—
War Loan 3% 1955–59	AO	102½	2 18 6	2 14 3
War Loan 3½% 1952 or after ..	JD	105	3 6 8	2 15 0
Funding 4% Loan 1960–90 ..	MN	115½	3 9 3	2 14 7
Funding 3% Loan 1959–69 ..	AO	100¾	2 19 6	2 18 7
Funding 2½% Loan 1952–57 ..	JD	102	2 13 11	2 8 8
Funding 2½% Loan 1956–61	AO	98¾	2 10 7	2 11 11
Victory 4% Loan Av. life 18 years ..	MS	114	3 10 2	2 19 8
Conversion 3½% Loan 1961 or after	AO	105¾	3 6 2	3 0 9
Conversion 3% Loan 1948–53 ..	MS	102¾	2 18 4	2 0 0
National Defence Loan 3% 1954–58	JJ	103	2 18 3	2 12 6
National War Bonds 2½% 1952–54 ..	MS	101⅛	2 9 5	2 6 9
Savings Bonds 3% 1955–65 ..	FA	101¼	2 19 3	2 17 1
Savings Bonds 3% 1960–70 ..	MS	100½	2 19 8	2 19 2
Local Loans 3% Stock	JAJO	95⅜	3 2 8	—
Bank Stock	AO	388½	3 1 9	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	97	3 1 10	—
Guaranteed 2¾% Stock (Irish Land Act 1903)	JJ	93	2 19 2	—
Redemption 3% 1986–96	AO	99¾	3 0 2	3 0 9
Sudan 4½% 1939–73 Av. life 16 years	FA	116	3 17 7	3 4 1
Sudan 4% 1974 Red. in part after 1950	MN	112	3 11 5	1 12 7
Tanganyika 4% Guaranteed 1951–71	FA	106½	3 15 1	2 16 2
Lon. Elec. T.F. Corp. 2½% 1950–55	FA	98½	2 10 9	2 13 2
Colonial Securities				
*Australia (Commonw'h) 4% 1955–70	JJ	108	3 14 1	3 1 2
Australia (Commonw'h) 3¼% 1964–74	JJ	102	3 3 9	3 2 2
*Australia (Commonw'h) 3% 1955–58	AO	99	3 0 7	3 1 10
†Nigeria 4% 1963	AO	112xd	3 11 5	3 3 0
*Queensland 3½% 1950–70	JJ	102	3 8 8	3 1 3
Southern Rhodesia 3½% 1961–66 ..	JJ	105	3 6 8	3 1 11
Trinidad 3% 1965–70	AO	100	3 0 0	3 0 0
Corporation Stocks				
*Birmingham 3% 1947 or after ..	JJ	95	3 3 2	—
*Croydon 3% 1940-60	AO	101	2 19 5	—
*Leeds 3¼% 1958–62	JJ	102	3 3 9	3 1 5
*Liverpool 3% 1954–64	MN	100½	2 19 8	2 18 9
Liverpool 3½% Red'mable by agreement with holders or by purchase	JAJO	105	3 6 8	—
London County 3% Con. Stock after 1920 at option of Corporation ..	MSJD	95½	3 2 10	—
*London County 3½% 1954–59 ..	FA	106	3 6 0	2 15 5
Manchester 3% 1941 or after ..	FA	95	3 3 2	—
*Manchester 3% 1958–63	AO	101xd	2 19 5	2 18 2
Met. Water Board 3% "A" 1963–2003	AO	97	3 1 10	3 1 10
Do. do. 3% "B" 1934–2003 ..	MS	98½	3 0 11	3 1 2
Do. do. 3% "E" 1953–73 ..	JJ	99½	3 0 4	3 0 6
Middlesex C.C. 3% 1961–66 ..	MS	101	2 19 5	2 18 5
*Newcastle 3% Consolidated 1957 ..	MS	101	2 19 5	2 18 0
Nottingham 3% Irredeemable ..	MN	95	3 3 2	—
Sheffield Corporation 3½% 1968 ..	JJ	107	3 5 5	3 1 6
English Railway Debenture and Preference Stocks				
Gt. Western Rly. 4% Debenture ..	JJ	116½	3 8 8	—
Gt. Western Rly. 4½% Debenture ..	JJ	122½	3 13 6	—
Gt. Western Rly. 5% Debenture ..	JJ	136½	3 13 3	—
Gt. Western Rly. 5% Rent Charge ..	FA	134½	3 14 4	—
Gt. Western Rly. 5% Cons. G'rteed.	MA	132½	3 15 6	—
Gt. Western Rly. 5% Preference ..	MA	117½	4 5 1	—

* Not available to Trustees over par.
† Not available to Trustees over 115.
‡ In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.

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